

WASHINGTON METROPOLITAN AREA TRANSIT COMMISSION

WASHINGTON, D. C.

ORDER NO. 1924

IN THE MATTER OF:

Served November 21, 1978

Application of CALL-A-MESSENGER,)	Case No. AP-78-46
INC., for Temporary Authority to)	
Perform Charter Operations Pursuant)	
to Contract -- United Airlines)	

By application filed October 26, 1978, as supplemented, Call-A-Messenger, Inc., seeks temporary authority to transport passengers and their baggage, in the same vehicle with passengers, between Dulles International Airport, Herndon, Va., and Washington National Airport, Gravelly Point, Va., on the one hand, and, on the other, points in the Metropolitan District, 1/ restricted to the transportation of crew members of United Airlines, consisting of flight officers and/or flight attendants only. Said service would be conducted pursuant to a bilateral contract between Call-A-Messenger, Inc. (CAM), and United Airlines (United).

CAM is an Arizona corporation with general offices at 2150 East Thomas Road, Phoenix, Az., and local offices located at 1101 Ripley Street, Silver Spring, Md. No information was provided about these local facilities, CAM's maintenance and safety capabilities, its number of employees, its financial resources, or any other indicia of fitness to provide the proposed service except as noted herein. Applicant has leased 10 new station wagons, each capable of seating nine passengers, from a local dealer. Evidence that CAM has obtained security for the protection of the public as required by Commission Regulation No. 62 was submitted in appropriate form on November 21, 1978.

The CAM-United contract calls for service to commence on November 1, 1978, for a period of two years, provided, however, that United may terminate the agreement prematurely upon 30 days' prior written notice and either party may terminate upon 30 days' prior written notice after two years. The rate schedule set forth in the contract is as follows:

1/ Title II, Article XII, Section 1(b) excludes from our certificating jurisdiction transportation between points solely in the Commonwealth of Virginia. To the extent this application may be construed as seeking authorization for purely intra-Virginia activities, it is hereby dismissed.

A. National Airport to Downtown	\$ 4.00
National Airport to Dulles	15.50
Dulles Airport to BWI	29.50 <u>2/</u>
Dulles Airport to National Airport	15.50
Dulles Airport to Downtown	15.50
BWI to Downtown	20.00 <u>2/</u>
BWI to National Airport	20.00 <u>2/</u>
BWI to Dulles Airport	29.50 <u>2/</u>
Dulles Airport to Baltimore	35.00 <u>2/</u>
BWI to Baltimore	10.00 <u>2/</u>
National Airport to Baltimore	27.50 <u>2/</u>

- B. Waiting time for the first 30 minutes will be at no additional charge. Thereafter, the waiting charge shall be \$3 per 15 minutes, with a maximum 60-minute initial waiting period. Ground Transporter must obtain United's Crew Scheduler's approval to wait more than 60 minutes.

In support of the application, United, through its general purchasing manager, asserts that it recently solicited bids from five companies due to a price increase and poor service from its current contractor. 3/ United describes certain instances which, in its opinion, constitute hazardous or negligent service by its current contractor. United also asserts that Central/C.T.I. has given written notice that its contract with United was to be cancelled September 30, 1978, unless United agreed to pay higher rates. 4/ Subsequently, the termination date was extended to October 31, 1978. Letters submitted by United and apparently signed by a vice president of Central Courier Systems, Inc., support this contention, particularly a letter dated September 7, 1978, which states, as pertinent ". . . the intent of Mr. Kaplan's August 31, 1978, letter was 30 days' notification of cancellation unless the new rates are accepted."

-
- 2/ BWI presumably refers to Baltimore Washington International Airport located at a point beyond this Commission's territorial jurisdiction. Accordingly, rates involving BWI and Baltimore are of purely academic interest insofar as this application is concerned.
- 3/ United identifies its current contractor as Central Courier Systems, Inc./C.T.I. Apparently this designation applies to Central Delivery Service of Washington, Inc., a company discussed in greater detail below.
- 4/ Case No. AP-78-32 of Central Delivery Service of Washington, Inc., seeking approval of higher rates was dismissed on October 19, 1978, at the applicant's request. See Order No. 1909.

On October 30, 1978, Central Delivery Service of Washington, Inc. (Central), filed a protest to this application asserting that United's desire for lower rates is its only basis for supporting another carrier. Central contends that United is ". . . dissatisfied with the level of rates and charges assessed for this proposed transportation." Central also asserts that its service to United has been "exemplary" and that Central stands ready, willing and able to continue such service at reasonable and compensatory rates.

Central holds Certificate of Public Convenience and Necessity No. 23 from this Commission authorizing service commensurate with that proposed by CAM. However, that certificate also provides "that the charter operations pursuant to contract authorized . . . shall be limited to the performance of service pursuant to the agreement between Central . . . and United"

Title II, Article XII, Section 4(d)(3) of the Compact authorizes the Commission to grant temporary authority, in its discretion and without hearings or other proceedings, to "enable the provision of service for which there is an immediate and urgent need to a point or points or within a territory having no carrier service capable of meeting such need" Here, the need for service is clear; the question is whether the existing carrier service is capable of meeting the need. We find that protestant Central cannot meet the needs of United. Not only has the contract underlying its certificate been cancelled by Central, the staff has been informed by Central that that carrier has sold equipment hitherto utilized in serving United. The conclusion is inescapable that Central has abandoned this service.

Three other carriers hold authority that would permit the proposed operations to be performed, but none are in a position to provide the added service on short notice. The Gray Line, Inc., is in the process of winding down its operations in the Metropolitan District, and neither that carrier nor Atwood's Transport Lines, Inc., operates vehicles other than over-the-road coaches. Greyhound Airport Service, Inc., through its counsel, has advised the staff that it does not have sufficient appropriate equipment available to serve United in addition to its other transportation obligations.

Although we find that the criteria set forth in Title II, Article XII, Section 4(d)(3) have been met, the Commission feels that more information, as outlined above, is needed in order to assess the fitness of the applicant. However, because an affirmative finding of fitness is not a statutory prerequisite to a grant of temporary authority but is merely a factor to be weighed in comparison with the urgency of the need for the proposed service, we shall grant temporary authority to CAM for a period of 30 days as set forth below. In the event CAM desires an extension of this

temporary authority, it will be expected to provide detailed information concerning its fitness with its request for extension within 20 days from the date of this order.

THEREFORE, IT IS ORDERED:

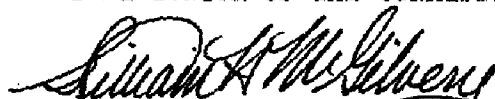
1. That Call-A-Messenger, Inc., is hereby granted temporary authority to transport, in charter operations pursuant to contract with United Airlines, flight crew members of United Airlines and their baggage, in the same vehicle with flight crew members, between Dulles International Airport, Herndon, Va., and Washington International Airport, Gravelly Point, Va., on the one hand, and, on the other, points in the Metropolitan District, restricted against transportation solely between points in that part of the Metropolitan District located in Virginia.

2. That said temporary authority shall become effective November 21, 1978, and shall remain in effect until Wednesday, December 20, 1978, at 11:59 p.m., unless otherwise ordered by the Commission.

3. That Call-A-Messenger, Inc., is hereby directed to file with the Commission, no later than six days from the date of service hereof an affidavit establishing that its vehicles are identified in accordance with Commission Regulation No. 68.

4. That unless Call-A-Messenger, Inc., complies with the directive in the next preceding paragraph within the time set for compliance or such additional time as may be authorized by the Commission, the grant of temporary authority herein shall be considered null and void and the application shall stand denied in its entirety effective upon the expiration of the said compliance time.

BY DIRECTION OF THE COMMISSION:



WILLIAM H. MCGILVER
Executive Director